

20.4 Rules and manners

Every recreational user, fellow recreational user, day guest and/or third party is obliged to abide by the rules of House Regulations and observe generally accepted manners. In the event of a breach of these rules, we may terminate the contract with you - and without refund of services already paid for - and refuse or deny you access to the site.

20.5. Complaints and suggestions

Although we do our utmost to make your presence at Duynenwater as pleasant as possible, complaints may arise or you may have ideas or suggestions as to how things might be improved. We are very open to that, we always want to learn and improve. Please report your complaint or idea as soon as possible to a Reception staff member.

20.6 Unforeseen matters

In all cases not provided for in these House Regulations, additional measures or decisions may be taken by the recreation company.

Any exceptions to these rules may be allowed at the discretion of the recreation company.

In conclusion

If you have any questions, or if there are things you are not certain about or that are not clear to you, please contact our Reception. We wish you a very pleasant stay on the Duynenwater camper pitch!

Welcome to Duynenwater

These “Duynenwater House Regulations” apply to our camper pitches. It seems a huge document with all kinds of legal aspects, which is sometimes unavoidable. These house rules are mainly intended to make everyone’s stay a pleasant one.

Article 1: Access for camper vans only

Duynenwater does not have a camping permit, yet a camper permit, and is therefore exclusively intended for a stay with, and staying overnight in, a camper van. The maximum permitted length of campers on a standard Duynenwater camper pitch (ex trailer) is 10 m. Longer campers are only permitted on an XL pitch. (see map on website www.camperplaatsduynenwater.nl)

Article 2: Agreement

You are staying with us on the basis of an “Agreement.” An agreement is deemed to have been concluded when you have a written confirmation and a respective proof of payment. Reservations or extensions of your stay are only made online on our website and at the latest 1 day prior to arrival or, in the case of extensions, 1 day prior to the end of your reservation. This agreement does not constitute an obligation for Duynenwater to guard your vehicle.

Article 3: Access to Duynenwater

3.1 A recreational user, fellow recreational user or camper van will only be admitted to Duynenwater with a valid proof of payment. For your visiting day guests, such proof will be a Duynenwater bracelet.

3.2 The recreation company shall be entitled to refuse or deny access to the camper site to any recreational user and/or camper van, in the event that the recreation company considers this the appropriate thing to do according to reasonableness and fairness.

3.3 Camper vans staying on the pitch must comply with the same conditions as those that apply to camper vans on public roads (registered registration number, third-party liability insurance, etc.).

3.4 The entrance barrier to Duynenwater is closed between 9 p.m. and 9 a.m. due to sleeping hours. In case of an emergency, you can of course leave the site 24 hours a day.

Article 4. Arrival, Service Card

Check-in times vary per season. Please check out our website for up-to-date information.

4.1 Duynenwater has a Reception where you can check in and out. Checking in is moreover compulsory with regard to our obligation to keep a guest register, so that in the event of an emergency, the emergency services can be informed how many persons are (or may be) present on the grounds.

4.2 In the event that, during an inspection, it is found that recreational users, fellow recreational users or third parties spend the night on the camper pitch, without prior notification to the recreation company, the agreement will be terminated with immediate effect, without a refund of any amounts already paid and/or other services already paid for.

4.3 Any remaining credit balance on your Service Card will remain valid in the year in which these amounts are paid on the card. In the event of a repeat visit to our camper park in the same year, you can simply use your remaining credit balance. If you wish, we will refund any remaining funds to your bank account as soon as possible on your final departure from Duynenwater. To do so, please provide us with your name and

IBAN bank account number when you check out. You will then receive a receipt with the amount of the remaining balance and the account number to which it will be returned.

4.4 In the event of loss, theft or damage to your Service Card, there will be no refund of the credit amount on the card. Please note that the Service Card cannot withstand very high heat, for example if it is placed on the dashboard in a sealed camper in full sunshine.

5. Departure

5.1 On the day of departure, your camper pitch must be vacated by 11.00 a.m. at the latest.

5.2 If you wish to extend your stay, you must do so at the latest the day before and online on the Duynenwater website. (www.camperplaatsduynenwater.nl) You cannot extend your stay on your departure day!

5.3 In the event of early departure or removal, there will be no refund of the amount already paid for the camper pitch, unless, in the event of illness, a doctor’s certificate can be provided.

Article 6: Camper pitch

6.1 There may be a maximum of 1 camper van per pitch, possibly with a trailer.

6.2 Setting up side tents and/or the conversion of a side tent into an awning on your camper pitch is not permitted. Setting up a party tent on your camper pitch is not permitted either. Not even on an adjoining area.

6.3 The use of ground carpets, tarpaulins or other covering rugs and/or mats on your pitch are not permitted either due to the preservation of grass on the camper pitches.

6.4 The recreational user is not allowed to provide or rent the camper pitch rented by him or her to others, not to other recreational users travelling with him or her and/or third parties for their use.

6.5 It is not allowed to discharge your waste water and chemical toilet into or near the camper pitch. You must dispose of your waste water and chemical toilet at the Camper Service Station in the facilities provided for this purpose.

6.6 The recreational user is not allowed to sell, offer for sale, rent or offer any goods for hire on the camper pitch.

6.7 The recreational user is not allowed to carry out repairs to the camper van or any other work on the camper pitch, or cause such repairs to be carried out, unless explicit permission has been granted by or on behalf of the recreation company.

6.8 The recreational user is obliged to keep his camper pitch clean during his stay. The camper pitch must be left clean and tidy on departure.

6.9 Passenger cars are not permitted on the camper pitch and must always be parked in the designated parking area. For the sake of peace and safety, the use of motorised vehicles must be kept to a minimum.

Article 7: Power supply

7.1 If you use the power supply on your camper pitch, you will have the availability of 10 amperes / 2200 watts.

7.2 Only 1 camper may consume electricity per camper pitch. The connection of a power supply from one pitch to another

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www.camperplaatsduynenwater.nl

in any way is unsafe and therefore strictly forbidden.

7.3 If, despite the available electrical power, there is a power failure due to a short circuit, the fuse of your connection will blow. If possible, we will try to rectify the fault as soon as possible. However, it is strictly forbidden to restore the power supply in the metre box on the grounds. In the event that the power failure is caused by the recreational user himself and the power supply cannot be used for a short or longer period of time, there will be no refund of the money already paid for the power purchased.

Article 8: Traffic

8.1 Duynenwater is subject to the Wegenverkeerswet (Dutch Road Traffic Act) and the Reglement Verkeersregels en Verkeerstekens (Road Traffic and Traffic Sign Regulations). During the presence on the site of Duynenwater, the recreational user is required to act in accordance with the provisions of the Wegenverkeerswet (Road Traffic Act), the further rules laid down pursuant to this Act, the Reglement Verkeersregels en Verkeerstekens (Road Traffic and Road Sign Regulations) and the accompanying appendices, as well as the further rules laid down pursuant to the said regulations. In the event of failure to comply with them, the recreational user shall be liable for any resulting damage and/or accidents.

8.2 The recreational user shall furthermore be obliged to follow the instructions of the recreation company, to place the vehicle at the location indicated or to be indicated and to behave in such a way that the traffic at the camper pitch is not hindered and safety is not endangered.

8.3 Campers must travel at a walking pace, at a maximum speed of 10 km/hour, on site and other recreational users must be taken into account.

Article 9: Peace and quiet

9.1 Peace and quiet on the park is important for guests of Duynenwater. We therefore ask you to behave quietly at all times and treat nature with respect. Driving campers on the site should be kept to a minimum.

9.2 Resting times in the evening start at 10 p.m. The sleeping times start at 24.00 p.m. until 6 a.m. During these hours, noise nuisance will not be tolerated; it should be completely quiet on Duynenwater during those hours. Driving the camper or other motorised vehicles is not permitted either during those hours. That is why the entrance barrier is closed during this time. In the event of an emergency, you can always leave the camper pitch via the exit. Between 6 a.m. and 8 a.m. the peace and quiet of the morning is supposed to be maintained and you are requested to behave quietly.

9.3 The use of loud sound sources is prohibited. Outside the above-mentioned hours, the use of radio, TV, musical instruments or other sound-transmitting devices is permitted, provided that you do not cause any nuisance to other recreational users and the surrounding nature area. Sounds from radio and/or TV for your own pleasure may not be heard by your fellow guests.

9.4 Noisy behaviour, for example also in groups, is not allowed.

Article 10: Open fire and BBQ

10.1 It is absolutely forbidden to make open fires, such as campfires. Also fire baskets and fire pots etc. are not allowed.

10.2 Barbecuing using gas or electric is permitted, provided

safety is maintained and at least 50 cm above the grass, so that the grass does not burn. BBQ's using charcoal are NOT allowed. Other recreational users must not be inconvenienced, e.g. with smoke. Always have a suitable extinguishing agent at hand.

Article 11: Waste

11.1 You must keep your own pitch free of waste. Your waste must be disposed of in the container(s) provided near Reception. Disposing of bulky waste in the container(s) is not permitted.

11.3 Emptying chemical toilets is only permitted in the designated areas.

Chemical toilet dump at the Camper Service Station.

11.4 The waste water tank of your camper must be emptied at one of the two service stations at the Camper Service Station. Discharging waste water into your camper van area is not allowed.

11.5 It is not allowed to leave litter and/or cigarette butts on the site.

Article 12: Pets

Duynenwater has designated pitches where pets are also welcome for a small fee. Pets must be sufficiently socialised. As a dog owner you should realise that not everyone loves your pet as much as you do.

12.1 Pets must not cause nuisance to other recreational users and must be kept on a lead at all times outside their own camper and on the site.

12.2 Pets must not be left alone in the camper.

12.3 Pets must be walked outside the camper pitch. Faeces - both on the camper pitch and outside - must be cleaned up immediately and disposed of in a closed bag in the container(s) for household waste.

12.4 Pets can use the beach in designated areas but are NOT allowed to swim or enter the water.

12.5 The recreation company reserves the right, based on its own risk assessment, to deny a dog or dogs access to Duynenwater.

Article 13: Sanitary building (toilets, showers, washing-up areas)

13.1 The sanitary building is cleaned several times a day. Please give our employees the opportunity to do so. This sometimes means that you will have to wait until they have finished cleaning. If something is not in order, please report it to us.

13.3 Smoking is prohibited in all areas of the sanitary building.

13.4 The toilet and shower area may only be used for the purpose for which it is intended.

13.5 The dishwashing areas are exclusively intended for doing your dishes. It is not permitted to use them for personal care and/or to do a flannel wash. Using the washing-up areas for rinsing vegetables, cleaning fish, BBQs, etc is not permitted either. You must leave the washing-up areas clean and tidy after use.

13.6 In order to prevent blockages in the sewerage system, it is not permitted to flush wet and/or disposable cleaning wipes and/or sanitary towels through the toilets coils. Please dispose of these items in the designated waste bins.

Article 14: Information point

At the Reception we have set up an information point for you with information about the beautiful surroundings. The most up-to-date regional information can be found from 01/01/2021 in our free DuynenwaterApp.

Article 15: Security

For your safety and the security of your and our property, there are several cameras on our premises that make video recordings. The recorded images are automatically overwritten with new recordings after some time.

Article 16: Shortcomings

16.1 In the event that the recreational user fails to comply with any obligation vested upon him pursuant to the law, the local regulations and customs and/or the agreement entered into with him, including the relevant terms and conditions applicable, the recreational user shall be obliged to compensate the recreation company for all damage suffered or to be suffered by the recreation company as a result of the abovementioned error, negligence or any other default.

16.2 In the event that the recreation company is forced to issue a summons, notice of default or other writ to the recreational user or in case of any required proceedings against the recreational user, the recreational user shall be obliged to reimburse all the costs incurred for this, including the costs of legal-expert assistance, both judicially and extrajudicially, to the recreation company, unless the proceedings have been wrongfully started.

16.3 The recreation company shall at all times be entitled to keep the camper/motor home van in its possession and to take appropriate measures, such as attaching a wheel clamp, as long as not all amounts due to the recreation company, either on the basis of the agreement or on any other account of the recreational user, have been paid.

16.4 Towage. Only campers are allowed on Duynenwater. If the recreational user has left any camping equipment other than a camper van, such as a caravan, tent or folding trailer, on the camper pitch, the recreation company may remove the left camping equipment (or cause it to be removed) directly from the camper park and have it stored or parked elsewhere. Such removal can take place without any prior verbal and/or written request or summons from the recreation company. The recreation company shall charge the costs of removal, temporary storage and/or garaging and any fine(s) to the recreational user. In such case there shall be no refund of any paid fee for the camper pitch either. In the event that the recreational user has not collected the camping equipment within 3 months after removal, the recreation company shall be entitled to sell or destroy the camping equipment. In that case, the recreation company shall only be obliged to reimburse the recreational user for the proceeds of the sale less the amount of the stay due for the camper site, the possible fine(s) and the costs incurred by the recreation company in connection with the removal and the temporary storage of the camping equipment.

In the event that the amount due for the camper pitch, any possible fine(s) and the costs of the recreation company exceed the proceeds of the camping equipment, the recreational user must pay all these extra costs to the recreation company.

Article 17: Non-attributable shortcoming

A shortcoming cannot be imputed to the recreation company if it is due to a circumstance beyond the recreation company's will as a result of which the fulfilment of the obligations from the agreement can no longer reasonably be demanded of the recreational user. This shall in any case include fire, government measures, operational failures, as well as a shortcoming in the fulfilment by third parties.

Article 18: Liability

18.1 The agreement concluded between the parties does not include surveillance. Consequently, the recreation company does not accept any liability for burglary, theft or loss of property of the recreational user. In the event of absence, the recreational user must properly lock his camper van and take preventive measures against burglary and/or theft. Furthermore, the recreation company does not accept any liability for any damage whatsoever to the property of the recreational user, nor with regard to physical injury and/or any other damage, directly or indirectly caused by or as a result of the use of the facilities on the grounds, unless the damage has been caused directly by or on behalf of the recreation company and this liability is not excluded in any other article of these House Regulations. With respect to this, 'recreational user' also includes fellow-recreational users, day guests and third parties.

18.2 The recreational user shall be liable for all damage caused by him or his fellow-recreational users. Damage caused by the recreational user to the camper pitch or facilities on the camper pitch or the equipment and/or installations belonging to it, must be reported immediately to the recreation company and must be compensated on location, or must be compensated by the recreational user after an assessment of the damage has been made by the recreation company.

18.3. The recreation company moreover does not accept any liability for shortcomings as a result of the use of (the facilities of) the camper pitch due to other services offered by or on behalf of the recreation company on the camper pitch, unless the recreational user can prove that the recreation company is at fault.

Article 19: Legionella

The recreation company cannot be held liable for the occurrence of legionella in the (hot) water installations within the camper of a recreational user. In order to prevent this we advise you to flush your water installations - especially at high outside temperatures - well and regularly with water at the highest temperatures.

Article 20: Other provisions

20.1. Conversion

Insofar as any provision in the agreement concluded between the recreation company and the recreational user, including the present House Regulations, is null and void and/or is voidable and/or the other party claims that any provision does not apply because in the given circumstances this would be unacceptable according to the standards of reasonableness and fairness and an appeal to this would be allowed i.e. accepted by the court of justice, this provision must be converted into a provision in a way that it will be as much as possible in keeping with the null and void or annulled or not applied provision.

20.2 Dutch law

This agreement is governed by Dutch law. The competent court is the court in Eindhoven.

20.3 Domicile

All written communications, including summonses, arising out of or in connection with the contract or the House Regulations should be sent to:

Duynenwater Buivensedreef 10

5521 RN EERSEL

or to an address to be specified by the recreation company.